

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
WASHINGTON, DC

ALTERNATIVE COMMUNITY LIVING, INC.
d/b/a NEW PASSAGES BEHAVIORIAL
HEALTH AND REHABILITATION SERVICES

and

Case: 07-CA-158059

LOCAL 517M, SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU)

Eric Cockrell, Esq.,
for the General Counsel.
Gregory J. Bator, Esq.,
for the Respondent.

DECISION

STATEMENT OF THE CASE

CHRISTINE E. DIBBLE, Administrative Law Judge. This case was tried in Detroit, Michigan, on June 16, 2016. Local 517M, SEIU (Charging Union) filed the charge on August 14, 2015,¹ and the General Counsel issued the complaint and notice of hearing on February 25, 2016. Alternative Community Living, Inc. d/b/a New Passages Behavioral Health and Rehabilitation Services (Respondent) filed a timely answer denying all material allegations. (GC Exhs. 1(a) to 1(j).)²

The complaint alleges that Respondent failed to give the Charging Union prior notice and did not afford the Charging Union an opportunity to bargain with Respondent over its failure to pay the third and final installment of a bonus to bargaining unit employees in violation of Section 8(a)(5) and (1) of the National Labor Relations Act (NLRA/the Act).³

¹ All dates are 2015 unless otherwise indicated.

² Abbreviations used in this decision are as follows: “Tr.” for transcript; “GC Exh.” for General Counsel’s exhibit; “R. Exh.” for Respondent’s exhibit; “CU Exh.” for Charging Union’s exhibit; “ALJ Exh.” for administrative law judge’s exhibit; “Jt. Exh.” for joint exhibit; “GC Br.” for General Counsel’s brief; “R. Br.” for Respondent’s brief; and “CP Br.” for Charging Union’s brief. My findings and conclusions are based on my review and consideration of the entire record.

³ 29 U.S.C. §§ 151–169.

On the entire stipulated record, and after considering the briefs filed by the General Counsel and the Respondent, I make the following

FINDINGS OF FACT

I. JURISDICTION

Respondent, a corporation, provides services and housing for people with mental and, or physical disabilities and the elderly at its facility in Michigan, where it annually exceeds \$100,000 in gross revenue. Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

Based on the parties' stipulations, I find as follows

I. The record in this case consists of the Formal Documents GC 1(a-j); General Counsel Exhibit 2; Joint Exhibits J1-J2; and the Stipulation of Facts.

A. GC Exhibit 2 (GC-2)

Alternative Community Living, Inc. d/b/a New Passages Behavioral Health and Rehabilitation Services, 362 NLRB No. 55 (March 31, 2015).

B. Joint Exhibits

1. The executed "New Passages/SEUI RA's Contract 2009- 2011" between the Charging Party and Respondent. (J-1)

2. The unilaterally-implemented collective-bargaining agreement (CBA) "NEW PASSAGES BEHAVIORAL HEALTH & REHABILITATION SERVICES," dated MAY 5, 2013 TO NOVEMBER 30, 2016. (J-2)

C. The Stipulation of Facts:⁴

1. Since 2006, the Charging Party has represented about 315 employees in the unit set forth below at Respondent's about 30 group homes located within the State of Michigan.

⁴ This stipulation is made without prejudice to any objection that any party may have as to the relevancy of any facts stated herein.

The appropriate bargaining unit is:

All full-time and regularly scheduled part-time direct care workers and case managers employed by the Respondent in its various group homes located in Bay, Saginaw, Clinton, Eaton, Ingham, Jackson, Washtenaw, Oakland, Macomb, Lapeer, Livingston, and Sanilac counties in the State of Michigan but excluding all line managers, targeted case managers, directors, human resource personnel, nurses, administration assistants, and guards and supervisors as defined in the Act and all other employees.

2. The parties' executed 2009–2011 collective –bargaining agreement (CBA) between Respondent and the Charging Party as provided on page 10 (J-1, p. TO) provided:

ARTICLE

ONE TIME MONETARY PAYMENT

Upon ratification all bargaining unit employees will receive a one time monetary payment no later than two pay periods after the ratification of the contract.

The one time monetary payment schedule shall be as follows: Employees with 5 years of service or less counting backward from the date of ratification[:] \$150.00

Employees with +5 years of service counting backward from the date of ratification: \$200.00

3. Per the above 2009–2011 CBA article (J-1, p 10), in about early 2010, Respondent paid one-time ratification Monetary Payment to unit employees upon ratification of the 2009–2011 CBA (J-1).

4. On May 5, 2013, Respondent declared impasse and implemented its last, best, and final offer in the form of a 2013–2016 CBA with effective dates of May 5, 2013 to November 30, 2016 (J-2), which implementation became the subject of Case 07–CA–099976.

5. On March 31, 2015, the National Labor Relations Board issued a Decision and Order in *Alternative Community Living, Inc. d/b/a New Passages Behavioral Health and Rehabilitation Services*, 362 NLRB No. 55 (2015) (Case 07–CA–099976) (GC-2) finding that Respondent had violated Section 8(a)(1) and (5) of the National Labor Relations Act (the Act) by unilaterally implementing its final offer (J-2) at a time when the parties had not reached a valid impasse.

Paragraph 2(b) of the Board Decision and Order (GC-2) provides, in its entirety:

Restore to the unit employees the terms and conditions of employment that were applicable prior to May 5, 2013, and continue them in effect until the parties reach either an agreement or a valid impasse in bargaining. Nothing herein shall require the rescission of any ratification bonus or other benefits granted after May 5, 2013.

6. Respondent's unilaterally implemented 2013–2016 CBA on pages 12–13 (J-2) provided as follows:

ARTICLE __ __⁵ - MONETARY PAYMENTS

Upon ratification all bargaining unit employees will receive a monetary payment no later than two pay periods after the ratification of the contract. These payments will be paid in a separate paycheck.

The monetary payment schedule shall be as follows after ratification:

First Payment:

Employees with 5 years of service or less counting backward from the date of ratification: \$100.00

Employees with 5 years of service or more counting backward from the date of ratification: \$110.00

Second Payment:

Employees will have the following monetary payment no later than two pay periods after the following date[:] July 1, 2014:

Employees with 5 years of service or less counting backward from July 1, 2014, will receive the following amount[:] \$105.00

Employees with 5 years of service or more counting backward from July 1, 2014, will receive the following amount[:] \$120.00

Third Payment:

Employees will have the following monetary payment no later than two pay periods after the following date[:] July 1, 2015:

Employees with 5 years of service or less counting backward from July 1, 2015, will receive the following amount[:] \$110.00

Employees with 5 years of service o[r] more counting backward From July 1, 2015, will receive the following amount[:] \$125.00

7. On or about July 1, 2013, Respondent paid unit employees pursuant to the unilaterally implemented 2013-2016 CBA, ARTICLE MONETARY PAYMENTS (J-2, pp. 12-13) as follows:

First Payment:

⁵ The unilaterally implemented 2013–2016 CBA (J-2) does not have article numbers.

Employees with 5 years of service or less counting backward from the date of ratification: \$100.00

Employees with 5 years of service or more counting backward from the date of ratification: \$110.00

8. On or about July 1, 2014, Respondent paid unit employees pursuant to the unilaterally implemented 2013–2016 CBA, ARTICLE MONETARY PAYMENTS (J-2, pp. 12–13) as follows:

Second payment:

Employees with 5' years of service or less counting backward from July 2014: \$105.00

Employees with 5 years of service or more counting backward from July 1, 2014: \$120.00

9. On about July 1, 2015, Respondent **did not** pay unit employees pursuant to the unilaterally implemented 2013–2016 CBA, ARTICLE_MONETARY PAYMENTS (J-2, pp. 12–13), as follows.

Third Payment:

Employees with 5 years of service or less counting backward from July 1, 2015, will receive the following amount[:] \$110.00

Employees with 5 years of service o[r] more counting backward From July 1, 2015, will receive the following amount[:] \$125.00

III. LEGAL ANALYSIS

The General Counsel contends that Respondent's failure to pay the July 1, 2015 installment of its bonus constitutes a unilateral change in violation of the Act. Respondent counters that this matter does not "fall under the prohibition on unilateral changes in terms and conditions during bargaining after expiration of a contract under *NLRB v. Katz*, 369 US 736 (1962) because New Passages did not unilaterally change the terms and conditions of the restored 2009-2011 Contract." (R. Br. 3.)

The good-faith standard is used by the courts and the Board to determine if the parties have met their obligation to bargain under the Act. The Board takes a case-by-case approach in assessing whether parties have met, conferred, and negotiated in good faith. *National Licorice Co. v. NLRB*, 309 U.S. 350 (1940) (the Court adopted the "good-faith" standard for an employer's conduct); *St. George Warehouse, Inc.*, 349 NLRB 870 (2007) (the Board reviews the totality of the employer's conduct in deciding if the employer has satisfied its obligation to confer in good faith). The duty to bargain, however, only arises if the changes are "material, substantial and significant." *Alamo Cement Co.*, 281 NLRB 737, 738 (1986); *Flambeau Airmold*

Corp., 334 NLRB 165, 171 (2001). The General Counsel bears the burden of establishing this element of the prima facie case. *North Star Steel Co.*, 347 NLRB 1364, 1367 (2006).

An employer may not change the terms and conditions of employment of represented employees without providing their representative with prior notice and an opportunity to bargain over such changes. See *NLRB v. Katz*, 369 U.S. 736, 747 (1962). In order to find that an employer made unilateral changes to an employee benefit in violation of the Act, it must be shown that (1) material changes were made to the employees' terms and conditions of employment; (2) the changes involved mandatory subjects of bargaining; (3) the employer failed to notify the union of the proposed changes; and (4) the union did not have an opportunity to bargain with respect to the changes. *San Juan Teachers Assn.*, 355 NLRB 172, 175 (2010). *Alamo Cement Co.*, *supra*; *Flambeau Airmold Corp.*, *supra*.

The General Counsel alleges that Board law supports a finding that Respondent's action in denying employees the third and final installment of a bonus payment constitutes an unlawful unilateral change in employees' terms and conditions of employment in violation of Section 8(a)(5) and (1) of the Act. The General Counsel also argues that the case at issue is similar to *Mining Specialist (Mining Specialists III)*, 335 NLRB 1275 (2001), *enfd.* 326 F.3d 602 (4th Cir. 2003)⁶, where the Board found a violation because "during the pendency of the initial litigation, the respondent established a production bonus plan, but unilaterally discontinued it a few months later after the Board ordered the respondent to comply with the parties' agreement and make the employees whole for its failure to apply the contractual terms and conditions." (GC Br. 7.) Moreover, the Board held that under the terms of its original order, the employer was obligated to make the employees whole for the employer's decision to discontinue the bonus. *Mining Specialists III*, 335 NLRB at 1277. According to the General Counsel, although not a part of the 2009–2011 CBA, the third bonus became a benefit Respondent could not unilaterally refuse to pay because the employees would have reasonably assumed it was a benefit granted on or about May 5, 2013, when Respondent announced it was implementing its best and final offer in the form of a 2013–2016 CBA, which included the third bonus payment.

Respondent rejects the reasoning that its action is a unilateral change in terms and conditions "during bargaining after expiration of a contract", and therefore, governed by *Katz*. (R. Br. 3.) Respondent contends under "the NLRB's Order, the parties were operating under the extended 2009–2011 Contract on that date. The extended 2009–2011 Contract did not provide for any monetary payment to employees on that date." *Id.* Payment of the third and final installment of the bonus to bargaining unit employees would have been, according to Respondent, a unilateral increase in benefits to bargaining unit employees in violation of the Act. *NLRB v. Fitzgerald Mills Co.*, 313 F.2d 260, 267 (2d Cir. 1963). Respondent argues that as a result of the NLRB Order, it followed the explicit language of the restored 2009–2011 contract by not rescinding the two bonus payments already paid, while also recognizing that the third and final payment was not a part of the NLRB's Order. Respondent emphasized that "[u]pon the NLRB's order to restore the 2009–2011 Contract, there was no further obligation on the part of New Passages to grant the Third Payment under the 2013–2016 CBA." (R. Br. 5.)

⁶ The Board's Decision and Order in the underlying unfair labor practice proceeding in the case is reported at 314 NLRB 268 (1994) (*Mining Specialist I*). The Board's initial Supplemental Decision and Order in the compliance proceeding is reported at 330 NLRB 99 (1999) (*Mining Specialist II*).

Based on the evidence, I find that the Respondent's failure to pay the final bonus was an unlawful unilateral action; and Respondent failed to afford the Charging Union with an opportunity to bargain with Respondent over the conduct and the effects of that conduct.

The General Counsel correctly notes that the Board has consistently held that a unilateral change is unlawful from the time it is announced even if the change has not yet been implemented. *ABC Automotive Products Corp.*, 307 NLRB 248, 249-250 (1992); *Century Wine & Spirits*, 304 NLRB 338, 347 (1991); *CJC Holdings*, 320 NLRB 1041, 1047 (1996).

Consequently, in the matter at hand, the change to the bonus structure would have been considered implemented on about May 5, 2013, when Respondent announced to the Charging Union that it was unilaterally implementing its best and final offer in the form of the 2013-2016 CBA. This CBA notably included the third and final installment for payment of a bonus to bargaining unit employees. Moreover, Respondent's payment of the first installment in July 2013 and the second installment in July 2014 would have conveyed to the employees that the new bonus structure had been implemented, and therefore, it was not unreasonable for them to expect to receive the third and final installment under the newly implemented CBA. Irrespective of the Board's March 31, 2015 Order, Board law is clear that "to the extent that a respondent's unlawful failure to apply the terms of the terms of the collective-bargaining agreement may have led to improved terms and conditions of employment for unit employees, the Board's Order shall not be construed as requiring or permitting the Respondent to rescind any such improvements unless requested to do so by the union." *Mining Specialist III*, supra at 1283. There is no evidence that the Charging Union made such a request.

Therefore, the question becomes whether the bonus is a mandatory subject of bargaining. In *Axelson, Inc.*, 234 NLRB 414, 415 (1978), the Board defined mandatory subjects of bargaining as,⁷

those comprised in the phrase "wages, hours, and other terms and conditions of employment" as set forth in Section 8(d) of the Act. While the language is broad, parameters have been established, although not quantified. The touchstone is whether or not the proposed clause sets a term or condition of employment or regulates the relation between the employer and its employees.

Wages and benefits are considered mandatory subjects of bargaining. 29 U.S.C. § 158(d); See *Also NLRB v. Frontier Homes Corp.*, 371 F.2d 974, 978 (8th Cir. 1967). Wages have been defined broadly by the courts and the Board. *Waxie Sanitary Supply*, 337 NLRB 303, 304 (2001) (holding that a holiday bonus is a mandatory bargaining subject if employer's conduct raises the employees' reasonable expectation that the bonus will be paid); *Laurel Bay Health & Rehabilitation Center*, 353 NLRB 232 (2008) (merit increase is a mandatory subject of bargaining); *Mining Specialist III*, at 1283 ("bonus was a mandatory subject of bargaining since it was compensation for services rendered and not a gift"); *NLRB v. Katz*, supra at 746 (merit wage increase is a mandatory subject of bargaining). It is apparent that Respondent's failure to pay the third and final installment of a bonus involves wages and, therefore, is included in the definition of mandatory subjects of bargaining. Therefore, a unilateral change to the payment of

⁷ *Operating Engineers Local 12 (Assn. General Contractors)*, 187 NLRB 430, 432 (1970).

the bonus without affording the employees' representative an opportunity to bargain of the change is a violation of the Act.

Moreover, Respondent's implementation of the elimination of the third and final bonus payment significantly impacts the union's ability to represent its unit employees in disputes that are "those most essential of employee concerns—rates of pay, wages, hours, and conditions of employment." *Arizona Portland Cement Co.*, 302 NLRB 36, 44 (1991). In implementing the unilateral change at issue, the bargaining unit employees lost a portion of their wages. I therefore find that the changes are material, substantial and significant. Unless a valid impasse has been reached, an employer cannot make unilateral changes to the terms and conditions of employment. *Newcor Bay City Division*, 345 NLRB 1229, 1237 (2005) (defining a bargaining impasse as the "situation where 'good-faith negotiations have exhausted the prospects of concluding an agreement)").

Next, I turn to the question of whether the Union was provided with a reasonable opportunity to bargain. It is undisputed that Respondent did not provide the Charging Union any opportunity to bargain over the elimination of the third and final bonus payment because Respondent decided the NLRB's Order negated any further obligation it had to pay the third installment under the 2013–2016 CBA. Consequently, the stipulated record is devoid of evidence that the parties have engaged in good-faith negotiations and exhausted the prospects of an agreement over the third bonus payment.

Accordingly, Respondent wrongfully concluded that the Board's decision and order entitled it to unilaterally eliminate the third and final bonus payment to unit employees. Therefore, Respondent's refusal to pay it constituted a unilateral change to employees' terms and conditions of employment without affording the Charging Union an opportunity to bargain in violation of Section 8(a)(5) and (1) of the Act.

CONCLUSIONS OF LAW

1. Respondent, Alternative Community Living, Inc. d/b/a New Passages Behavioral Health and Rehabilitation Services, is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Service Employee International Union is a labor organization within the meaning of Section 2(5) of the Act and serves as the labor representative of Respondent's employees in the following bargaining unit:

All full-time and regularly scheduled part-time direct care workers and case managers employed by the Respondent in its various group homes located in Bay, Saginaw, Clinton, Eaton, Ingham, Jackson, Washtenaw, Oakland, Macomb, Lapeer, Livingston, and Sanilac counties in the State of Michigan but excluding all line managers, targeted case managers, directors, human resource personnel, nurses, administration assistants, and guards and supervisors as defined in the Act and all other employees.

3. By failing and refusing to make bonus payments to employees on July 1, 2015, Respondent violated Section 8(a)(5) and (1) of the Act by unilaterally changing employees' terms and conditions of employment without affording the Union a good-faith opportunity to bargain.

4. The aforementioned unfair labor practices affected commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent, having discriminatorily eliminated the third and final bonus payment must reinstate the payment to unit employees and make them whole for any loss of earnings and other benefits they suffered as a result of the discrimination against them from the date of the discrimination to the date remedy is effectuated. Backpay, because of the unlawful unilateral act of eliminating the third and final bonus payment, shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as provided in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010).

Respondent shall file a report with the Social Security Administration allocating backpay, if applicable, to the appropriate calendar quarters. Respondent shall also compensate the employees for the adverse tax consequences, if any, of receiving one or more lump-sum backpay awards covering periods longer than 1 year, *Don Chavas, LLC d/b/a Tortillas Don Chavas*, 361 NLRB No. 10 (2014).

The Respondent must also bargain in good faith with the Union over the aforementioned mandatory subject of bargaining.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended⁸

ORDER

Respondent, Alternative Community Living, Inc. d/b/a New Passages Behavioral Health and Rehabilitation Services, Pontiac, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

⁸ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

- (a) Eliminating the third and final bonus payment or making other changes to the terms and conditions of employment of unit employees as previously defined, without first notifying the Union and giving the Union the opportunity to bargain:

5 (b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

10 (a) Within 14 days of request by the Union, make employees in the bargaining unit, as previously defined, whole by paying them the third and final bonus that should have been paid on July 1, 2015, with interest, to the extent the Respondent has not already done so.

15 (b) On request, bargain with the Union as the exclusive representative of the employees in the appropriate unit, as previously defined, concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

20 All full-time and regularly scheduled part-time direct care workers and case managers employed by the Respondent in its various group homes located in Bay, Saginaw, Clinton, Eaton, Ingham, Jackson, Washtenaw, Oakland, Macomb, Lapeer, Livingston, and Sanilac counties in the State of Michigan but excluding all line managers, targeted case managers, directors, human resource personnel, nurses, administration assistants, and guards and supervisors as defined in the Act and all other employees.

25 (c) File a report with the Social Security Administration allocating backpay to the appropriate calendar quarters.

30 (d) Make whole all unit employees whose bonuses were withheld on about July 1, 2015, with interest computed in accordance with Board policy.

(e) On request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for employees in the bargaining unit.

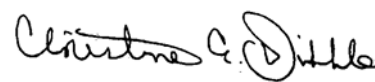
35 (f) Within 14 days after service by the Region, post at its facilities in Michigan, copies of the attached notice marked "Appendix."⁹ Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In
40 addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps

⁹ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since July 1, 2015.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated: Washington, D.C. September 29, 2016



Christine E. Dibble (CED)
Administrative Law Judge

**APPENDIX
NOTICE TO EMPLOYEES**

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union;
Choose a representative to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT fail to pay you the third and final installment of a bonus.

WE WILL NOT fail and refuse to bargain collectively and in good faith with Local 517M, Service Employees International Union (SEIU) as the exclusive collective-bargaining representative of our employees in the following appropriate unit at our Michigan facilities:

All full-time and regularly scheduled part-time direct care workers and case managers employed by the Respondent in its various group homes located in Bay, Saginaw, Clinton, Eaton, Ingham, Jackson, Washtenaw, Oakland, Macomb, Lapeer, Livingston, and Sanilac counties in the State of Michigan but excluding all line managers, targeted case managers, directors, human resource personnel, nurses, administration assistants, and guards and supervisors as defined in the Act and all other employees.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL NOT in any like or related manner fail and refuse to bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of our employees in the unit at our Michigan facilities.

WE WILL make whole all unit employees whose bonuses were withheld on about July 1, 2015, with interest computed in accordance with Board policy.

WE WILL, upon request, bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of our employees in the unit at our Michigan facilities.

Alternative Community Living, Inc., d/b/a New
 Passages Behavioral Health and Rehabilitation
 Services

 (Employer)

Dated _____ By _____
 (Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

**National Labor Relations Board
 Patrick V. McNamara Federal Building
 477 Michigan Avenue, Suite 300
 Detroit, Michigan 48226-2543
 Telephone: (313) 226-3200
 Fax: (313) 226-2090
 TTY: (800) 877-0996**

Hours of Operation: 8:15 a.m. to 4:45 p.m. ET

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/07-CA-158059 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER.